

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

MOBITV, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 21-10457 (LSS)

Jointly Administered

Related Docket No. 189

**ORDER PURSUANT TO RULE 9019 OF
THE FEDERAL RULES OF BANKRUPTCY
PROCEDURE AUTHORIZING AND APPROVING
THE SETTLEMENT AGREEMENT AMONG THE DEBTORS,
THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS,
TVN VENTURES, LLC, T-MOBILE USA, INC., AND SPRINT/UNITED
MANAGEMENT COMPANY**

Upon consideration of the *Joint Motion of the Debtors and the Official Committee of Unsecured Creditors, Pursuant to Fed. R. Bankr. P. 9019, for Entry of an Order Approving T-Mobile Settlement Agreement* [Docket No. 189] (the “Motion”);² and the Court finding that: (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 and 157; (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (c) notice of the Motion and the hearing was sufficient and proper and it appearing that no other or further notice need be provided; and (d) the legal and factual bases set forth in the Motion establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor’s U.S. tax identification number are as follows: MobiTV, Inc. (2422) and MobiTV Service Corporation (8357). The Debtors’ mailing address is 1900 Powell Street, 9th Floor, Emeryville, CA 94608.

² A capitalized term used but not defined herein shall have the meaning ascribed to it in the Motion.

2. Pursuant to section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019, the Settlement Agreement is hereby approved in its entirety, inclusive of the releases set forth in paragraph 3(c) thereof, and is incorporated herein by reference.³

3. The Parties are authorized to take any and all actions necessary and appropriate to effectuate the terms of this Order and the Settlement Agreement; for the avoidance of doubt, the T-Mobile Parties (as defined in the Settlement Agreement) are hereby granted relief from the automatic stay to terminate the Sprint Agreement (as defined in the Settlement Agreement) as provided in the Settlement Agreement.

4. For the avoidance of doubt and notwithstanding anything in the Settlement Agreement to the contrary, nothing contained herein or in the Settlement Agreement shall (i) release any direct Claim (as defined in the Settlement Agreement) that creditors or non-Party parties-in-interest may have against the T-Mobile Parties; (ii) release any Claim (as defined in the Settlement Agreement) of any governmental unit; or (iii) pre-determine how the Remaining DIP Commitment (as defined in the Settlement Agreement) will be distributed to creditors.

5. This Order shall be effective immediately and not stayed under any provision of the Bankruptcy Code or any Bankruptcy Rule.

6. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order and the Settlement Agreement.

³ A true and correct copy of the Settlement Agreement is attached hereto as Exhibit 1.
Dated: April 27th, 2021

Wilmington, Delaware


LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE